

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE ~~MAY 10 2005~~

NO. 1

3/3/2005

TO LEASE NO.

GS- 06P-40013

ADDRESS OF PREMISES

Terra Centre Building, 600 Fourth Street (6th and 7th floors), Sioux City, Iowa 51101

THIS AGREEMENT, made and entered into this date by and between

whose address is Terra Real Estate Corporation
600 Fourth Street, Suite 310
P. O. Box 6000
Sioux City, Iowa 51102-6000

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective February 16, 2005, as follows:

1. The square footage in paragraph 1 of the Lease is edited to read: The Lessor hereby leases to the Government 21,763 rentable square feet of office and related space that yields 18,978 ANSI/BOMA Office Area square feet, which establishes a Common Area Factor (CAF) of 1.1467. All other information in this paragraph remains in full force and effect.
2. Paragraph 2 of the Lease is deleted in its entirety and replaced with the following paragraph: TO HAVE AND TO HOLD the said premises with their appurtenances identified in Paragraph 1 of this Lease for a period of ten (10) years, five (5) years firm, effective February 16, 2005, continuing through February 15, 2015, will be leased to the Government by the Lessor, subject to termination and renewal rights as may hereinafter be set forth. Rent shall commence with occupancy and shall be prorated by taking the rental rate per rentable square foot times the amount of rentable square feet occupied.
2. Paragraph 4 of the Lease is deleted in its entirety and replaced with the following paragraph: The Government may terminate this lease in whole or part at anytime after February 15, 2010, by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
3. The Lessor shall provide, install, and maintain alterations required to complete the build-out of ANSI/BOMA Office Area square feet for the tenant agency.

(See attached Sheet 2A)

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR Terra Real Estate Corporation

5 USC 552(b)(6)

BY

IN PRESENCE

V.P. Terra Real Estate
(Title)

600-4th St., Sioux City, IA
(Address)

5 USC 552(b)(6)

UNITED STATES OF AMERICA

General Services Administration, Public Buildings Service
East Leasing Services Branch
Contracting Officer

BY

(Official Title)

5 USC 552(b)(6)

5 USC 552(b)(4)

Upon satisfactory completion of the above build-out, submission of an acceptable invoice by the Lessor, and acceptance by the Government, the Government shall pay the Lessor [REDACTED] for build-out costs over the original TI allowance, extra wire mesh in walls, RFP#1, RFP#2, RFP#3. and for additional alterations required to complete security access requirements and a floor core drill for conduit.

4. All other terms and conditions of the lease shall remain in force and effect.

Payment for **all lump sum items** shall become due thirty (30) days after completion of the work, acceptance by the Government, and receipt of invoice from the Lessor.

The **original** invoice must be sent directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payment Payments Division (7BCP)
P.O. Box 17181
Ft. Worth, TX 76102

A copy of the invoice must be provided to the Realty Specialist

General Services Administration
Patrick Walsh
East Leasing Services Branch (6PEL)
1500 East Bannister Road
Kansas City, MO 64131-3088
Fax: 816-926-1779

A proper invoice must include:

- Invoice date
- Name of the Lessor as it appears in the lease: Terra Real Estate Corp, 600 Fourth Street, Suite 310, Sioux City, IA 51102-6000
- Lease Contract number, building address, description of price, and quantity of the item delivered.
- GSA PDN # [REDACTED] 5 USC 552(b)(4)

INITIALS:

Kolo & *BZB*
LESSOR GOVERNMENT

SHEET 2A
LEASE NO. GS-06P-40013
SLA NO. 1